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**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

Blonde Voyage Salon LLC, a California limited liability company,	)	
	)	
	)	<b>Civil Case No. 2:25-cv-02391-GW-RAO</b>
	)	
Plaintiff,	)	<del>[proposed]</del> <b>STIPULATED</b>
	)	<b>PROTECTIVE ORDER</b>
v.	)	
	)	
Moroccanoil, Inc., a California corporation,	)	
	)	
Defendant.	)	

1  
2 MoroccanOil, Inc., a California  
corporation,

3 Counterclaimant,

4 v.  
5 Blonde Voyage Salon LLC, a  
6 California Limited Liability  
Company,

7  
8 Counterclaim- Defendant.  
9

10 A. PURPOSES AND LIMITATIONS

11 Discovery in this action is likely to involve production of confidential,  
12 proprietary or private information such as private business records, sales data,  
13 employee data, banking records and business strategy for which special protection  
14 from public disclosure and from use for any purpose other than prosecuting this  
15 litigation may be warranted. Accordingly, the parties hereby stipulate to and petition  
16 the Court to enter the following Stipulated Protective Order. The parties acknowledge  
17 that this Order does not confer blanket protections on all disclosures or responses to  
18 discovery and that the protection it affords from public disclosure and use extends  
19 only to the limited information or items that are entitled to confidential treatment  
20 under the applicable legal principles.

21  
22 B. GOOD CAUSE STATEMENT

23 This action is between entities involved in the personal care products industry  
24 and likely to involve trade secrets, customer and pricing lists and other valuable  
25 research, development, commercial, financial, technical and/or proprietary  
26 information for which special protection from public disclosure and from use for any  
27 purpose other than prosecution of this action is warranted. Such confidential and

1 proprietary materials and information consist of, among other things, confidential  
2 business or financial information, information regarding confidential business  
3 practices, or other confidential research, development, or commercial information  
4 (including information implicating sales data, employee data, bank records, and  
5 privacy rights of third parties), information otherwise generally unavailable to the  
6 public, or which may be privileged or otherwise protected from disclosure under state  
7 or federal statutes, court rules, case decisions, or common law. Accordingly, to  
8 expedite the flow of information, to facilitate the prompt resolution of disputes over  
9 confidentiality of discovery materials, to adequately protect business information the  
10 parties are entitled to keep confidential, to ensure that the parties are permitted  
11 reasonable necessary uses of such material in preparation for and in the conduct of  
12 trial, to address their handling at the end of the litigation, and serve the ends of justice,  
13 a protective order for such information is justified in this matter. It is the intent of the  
14 parties that information will not be designated as confidential for tactical reasons and  
15 that nothing be so designated without a good faith belief that it has been maintained  
16 in a confidential, non-public manner, and there is good cause why it should not be  
17 part of the public record of this case.

18  
19 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

20 The parties further acknowledge, as set forth in Section 12.3, below, that this  
21 Stipulated Protective Order does not entitle them to file confidential information  
22 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
23 the standards that will be applied when a party seeks permission from the court to file  
24 material under seal.

25 There is a strong presumption that the public has a right of access to judicial  
26 proceedings and records in civil cases. In connection with non-dispositive motions,  
27 good cause must be shown to support a filing under seal. *See Kamakana v. City and*

1 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006); *Phillips v. Gen. Motors*  
2 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electronics, Inc.*,  
3 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
4 cause showing), and a specific showing of good cause or compelling reasons with  
5 proper evidentiary support and legal justification, must be made with respect to  
6 Protected Material that a party seeks to file under seal. The parties' mere designation  
7 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
8 submission of competent evidence by declaration, establishing that the material  
9 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
10 protectable—constitute good cause.

11 Further, if a party requests sealing related to a dispositive motion or trial, then  
12 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
13 sought shall be narrowly tailored to serve the specific interest to be protected. *See*  
14 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each  
15 item or type of information, document, or thing sought to be filed or introduced under  
16 seal in connection with a dispositive motion or trial, the party seeking protection must  
17 articulate compelling reasons, supported by specific facts and legal justification, for  
18 the requested sealing order. Again, competent evidence supporting the application to  
19 file documents under seal must be provided by declaration.

20 Any document that is not confidential, privileged, or otherwise protectable in  
21 its entirety will not be filed under seal if the confidential portions can be redacted. If  
22 documents can be redacted, then a redacted version for public viewing, omitting only  
23 the confidential, privileged, or otherwise protectable portions of the document shall  
24 be filed. Any application that seeks to file documents under seal in their entirety  
25 should include an explanation of why redaction is not feasible.

26  
27 2. DEFINITIONS

1           2.1    Action: This pending federal lawsuit, Case No. 2:25-cv-02391-GW-  
2   RAO.

3           2.2    Challenging Party: a Party or Non-Party that challenges the designation  
4   of information or items under this Order.

5           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
6   how it is generated, stored or maintained) or tangible things that qualify for protection  
7   under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
8   Cause Statement.

9           2.4    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
10   Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,  
11   the disclosure of which to another Party or Non-Party would create a substantial risk  
12   of serious competitive harm that could not be avoided by less restrictive means.

13          2.5    Counsel: Outside Counsel of Record and House Counsel (as well as their  
14   support staff).

15          2.6    Designating Party: a Party or Non-Party that designates information or  
16   items that it produces in disclosures or in responses to discovery as  
17   “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
18   ONLY.”

19          2.7    Disclosure or Discovery Material: all items or information, regardless  
20   of the medium or manner in which it is generated, stored, or maintained (including,  
21   among other things, testimony, transcripts, and tangible things) that are produced or  
22   generated in disclosures or responses to discovery in this matter.

23          2.8    Expert: a person with specialized knowledge or experience in a matter  
24   pertinent to the litigation who has been retained by a Party or its counsel to serve as  
25   an expert witness or as a consultant in this Action.

26          2.9    House Counsel: attorneys who are employees of a party to this Action.  
27   House Counsel does not include Outside Counsel of Record or any other outside  
28

1 counsel.

2 2.10 Non-Party: any natural person, partnership, corporation, association or  
3 other legal entity not named as a Party to this action.

4 2.11 Outside Counsel of Record: attorneys who are not employees of a party  
5 to this Action but are retained to represent or advise a party to this Action and have  
6 appeared in this Action on behalf of that party or are affiliated with a law firm that  
7 has appeared on behalf of that party, and includes support staff.

8 2.12 Party: any party to this Action, including all of its officers, directors,  
9 owners, managers, employees, consultants, retained experts, and Outside Counsel of  
10 Record (and their support staffs).

11 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
12 Discovery Material in this Action.

13 2.14 Professional Vendors: persons or entities that provide litigation support  
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
16 and their employees and subcontractors.

17 2.15 Protected Material: any Disclosure or Discovery Material that is  
18 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
19 EYES ONLY.”

20 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
21 from a Producing Party.

22

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or extracted  
26 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
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Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

#### 4. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

Even after final disposition of this litigation, the confidentiality obligations imposed by this order shall remain in effect until a designating party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

#### 5. DESIGNATING PROTECTED MATERIAL

##### 5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies

1 under the appropriate standards. The Designating Party must designate for protection  
2 only those parts of material, documents, items or oral or written communications that  
3 qualify so that other portions of the material, documents, items or communications  
4 for which protection is not warranted are not swept unjustifiably within the ambit of  
5 this Order.

6 Mass, indiscriminate or routinized designations are prohibited. Designations  
7 that are shown to be clearly unjustified or that have been made for an improper  
8 purpose (e.g., to unnecessarily encumber the case development process or to impose  
9 unnecessary expenses and burdens on other parties) may expose the Designating Party  
10 to sanctions.

11 If it comes to a Designating Party's attention that information or items that it  
12 designated for protection do not qualify for protection, that Designating Party must  
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in  
15 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
17 under this Order must be clearly so designated before the material is disclosed or  
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (*e.g.*, paper or electronic  
21 documents, but excluding transcripts of depositions or other pretrial or trial  
22 proceedings), that the Producing Party affix at a minimum, the legend  
23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), or "HIGHLY  
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY  
25 CONFIDENTIAL legend") to each page that contains protected material. If only a  
26 portion or portions of the material on a page qualifies for protection, the Producing  
27 Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate

1 markings in the margins).

2 A Party or Non-Party that makes original documents available for inspection  
3 need not designate them for protection until after the inspecting Party has indicated  
4 which documents it would like copied and produced. During the inspection and  
5 before the designation, all of the material made available for inspection shall be  
6 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
7 it wants copied and produced, the Producing Party must determine which documents,  
8 or portions thereof, qualify for protection under this Order. Then, before producing  
9 the specified documents, the Producing Party must affix the “CONFIDENTIAL  
10 legend,” or “HIGHLY CONFIDENTIAL legend to each page that contains Protected  
11 Material. If only a portion or portions of the material on a page qualifies for  
12 protection, the Producing Party also must clearly identify the protected portion(s)  
13 (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identifies  
15 the Disclosure or Discovery Material on the record, before the close of the deposition  
16 all protected testimony.

17 (c) for information produced in some form other than documentary and for  
18 any other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information is stored the legend  
20 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
21 ONLY.” If only a portion or portions of the information warrants protection, the  
22 Producing Party, to the extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive the  
25 Designating Party’s right to secure protection under this Order for such material.  
26 Upon timely correction of a designation, the Receiving Party must make reasonable  
27 efforts to assure that the material is treated in accordance with the provisions of this

Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless

1 otherwise ordered by the court or permitted in writing by the Designating Party, a  
2 Receiving Party may disclose any information or item designated  
3 “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
5 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
6 to disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of the  
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom  
10 disclosure is reasonably necessary for this Action and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional  
15 Vendors to whom disclosure is reasonably necessary for this Action and who have  
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
21 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
22 not be permitted to keep any confidential information unless they sign the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
24 agreed by the Designating Party or ordered by the court. Pages of transcribed  
25 deposition testimony or exhibits to depositions that reveal Protected Material may be  
26 separately bound by the court reporter and may not be disclosed to anyone except as  
27 permitted under this Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
5 writing by the Designating Party, a Receiving Party may disclose any information or  
6 item designated “HIGHLY CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
8 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
9 to disclose the information for this Action;

10 (b) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (c) the Court and its personnel;

14 (d) court reporters and their staff;

15 (e) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (f) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information;

20 (g) during their depositions, witnesses, and attorneys for witnesses, in the  
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
22 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
23 not be permitted to keep any confidential information unless they sign the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
25 agreed by the Designating Party or ordered by the court. Pages of transcribed  
26 deposition testimony or exhibits to depositions that reveal Protected Material may be  
27 separately bound by the court reporter and may not be disclosed to anyone except as

permitted under this Stipulated Protective Order; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE

PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

### 13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: October 20, 2025

/s/ Ben T. Lila  
Attorneys for Plaintiff BLONDE VOYAGE SALON, LLC

DATED: October 20, 2025

/s/ Zachery T. Page  
Attorneys for Defendant MOROCCANOIL, INC.

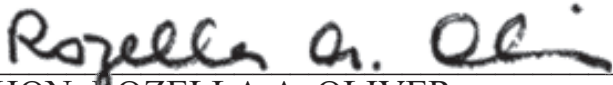
[THE COURT'S SIGNATURE IS ON THE FOLLOWING PAGE]

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: 10/20/2025

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5   
6 HON. ROZELLA A. OLIVER  
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of Blonde Voyage Salon, LLC v. MoroccanOil, Inc., Case No.  
25-cv-02391-GW-RAO. I agree to comply with and to be bound by all the terms of  
this Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_